

APPENDIX "E"

MEMORANDUM OF UNDERSTANDING

MOU'S

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD



CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION & ITS CHAPTER 374,

Charging Party,

v.

SILVER VALLEY UNIFIED SCHOOL
DISTRICT,

Respondent.

Case No. LA-CE-4694-E

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the California School Employees Association & its Chapter 374 and the Silver Valley Unified School District, in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning two instances of work allegedly being transferred out of the bargaining unit.

2. California School Employees Association & its Chapter 374 hereby withdraws Unfair Practice Charge No. LA-CE-4694-E with prejudice based on the following understanding:

A. Bargaining unit work transfers that are small, short duration, isolated, one-time matters, do not require notice and/or bargaining.

B. The parties agree the duties previously performed exclusively by bargaining unit employees shall not be transferred out of the bargaining unit. The parties further agree that the District shall not transfer out bargaining unit duties where the alleged transfer results in a total cessation of unit members performing these duties.

C. This agreement supersedes all other prior agreements concerning the transfer or contracting out of bargaining unit work. The parties agree, however, that pursuant to the agreement dated November 13, 2003, the previously transferred duties related to ESL students shall remain with the certificated bargaining unit.

D. Alleged violations of this agreement shall be grievable and shall culminate in binding arbitration. All grievances require the concurrence of Chapter 374 and the CSEA Labor Representative.

E. In those cases where the exceptions or exclusions from bargaining under this agreement, the EERA, case law or the Education Code do not apply, the District shall give CSEA notice and an opportunity to bargain the issue.


F. This agreement will be posted on the usual CSEA bulletin boards and the District will provide a copy to all Department Heads, Administrators and Supervisors.

3. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.

4. This settlement agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

5. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For Charging Party:



Lacy Gillespie
Labor Relations Representative

Date

3/10/04

For Respondent:



David Kincaid
Interim Superintendent

Date

3/10/04